

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES made this 9th day of February, 2010 by and between the **City of West Lafayette, in cooperation with the City of Lafayette** (the "Client"), and City Consultants and Research, LLC (the "Consultant").

WITNESSETH THAT:

WHEREAS, the Client desires to engage the Consultant to render certain agreed upon professional consulting services regarding grant applications (the "project"), and the Consultant desires to provide said services, all upon the terms hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. Scope of Services

The Consultant agrees to perform for the Client certain professional services that are set forth in Attachment A attached here to and made part of this agreement.

2. Time of Performance

This agreement shall be in effect from January 22, 2010 through and including July 31, 2010. This agreement may be renewed by agreement of the parties for additional like or different periods of time. Such agreement must be in writing, signed by the parties and attached to this Agreement.

The Consultant shall commence providing services specified in Attachment A on January 22, 2010 and shall there after diligently pursue the completion of such services. The consultant shall regularly advise the Client as to the status of such services.

3. Compensation

A. Method of Payment.

Consultant shall be compensated at a rate of Eighty Dollars (\$80.00) per hour, up to a maximum **50 percent of nine thousand eight hundred and fifty five dollars (\$9,855)** to write and assemble 2010-2014 Consolidated Plan, Analysis of Impediments to Fair Housing, and 2010 Annual Action Plan. A complete budget is set forth in Attachment B attached here to and made part of this agreement.

B. Invoice Prior to Payment.

Consultant shall submit properly itemized invoices upon completion and acceptance of the project to the Client for services performed and expenses incurred under this Agreement, and shall cooperate with and provide any other necessary information requested by the Client. The Client shall pay the Consultant within fifteen (15) business days after receipt of each properly itemized claim form. The total amount payable pursuant to this Agreement shall not exceed 50 percent of nine thousand eight hundred and fifty five dollars (\$9,855).

4. Termination

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice. In addition, the Client may terminate this Agreement upon thirty (30) days written notice to Consultant in the event that the Consultant fails to meet the performance standards more particularly described in Section 1 hereof. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, except as specifically authorized in writing by the Client. In the event of termination, the Client shall fully compensate the Consultant for all work satisfactorily performed up to and including the date of termination. Consultant shall deliver to the Client all work product and associated documentation prepared prior to and including the date of termination.

In the event that the Consultant's services are unsatisfactory, or the Consultant commits a material breach of this Agreement, the Consultant shall have five (5) days after written notice from the Client describing such unsatisfactory services or material breach to rectify, correct, or cure the stated problem to the satisfaction of the Client within that period, the Client may terminate this Agreement. The Client shall compensate the Consultant for all services satisfactorily provided prior to the effective date of such termination.

5. Confidentiality of Findings

Any reports, information, data or intellectual property whatsoever given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without prior written approval of the Client.

6. Client's Responsibilities

The Client shall provide the Consultant access to such information, data, personnel, and reports as are existing, available, and necessary for the fulfillment of Consultant services at no charge to the Consultant, and otherwise cooperate with the Consultant as necessary for the Consultant to complete the services described in Attachment A.

7. Successors and Assigns

All the terms and provisions of this Agreement shall inure to and be binding upon the parties here to and their respective successors and assigns. The Consultant shall not assign, subcontract or transfer its interest in this Agreement without the written consent of the Client, except as provided in the Scope of Services. Any such assignment, subcontract or transfer shall not relieve the Consultant from the performance of her obligations under this Agreement, and the Client shall not be obligated to remit payment to any person or entity other than the Consultant.

8. Extent of Agreement

This Agreement represents the entire and integrated agreement between the Client and the Consultant in relation to the Scope of services outlined in Attachment A & B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the client and the Consultant.

9. Interest of Consultant

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in its performance of this Agreement no person having any such interest shall be employed.

10. Governing Law

This Agreement shall be governed by the law of the State of Indiana, without regard to its choice of law principles.

11. Attorneys' Fees

In the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including a reasonable attorney fee.

12. Independent Contractor

The parties agree that the Consultant is an independent contractor as that term is commonly used and is not an employee of the **City of West Lafayette**. As such, consultant is solely responsible for all taxes and none shall be withheld from the sums paid to the Consultant. The Consultant acknowledges that it is not insured in any manner by the Client for any loss of any kind or character whatsoever.

The Consultant has no authority, express or implied, to bind or obligate the Client in any way.

13. Amendment

This Agreement may be amended, modified, renewed, or supplemented only by written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more than one of the provisions of this Agreement without affecting the other provisions of the Agreement.

14. Notice

Any notices, payments or other communications hereunder shall be sufficient only if given in writing and shall be deemed given when delivered personally or by next day delivery or five (5) days after mailing when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follow:

Consultant

City Consultants and Research, LLC
5229 East 81st Street
Indianapolis, IN 46250
Attn: Alicia Vaughn

Client

City of West Lafayette, Development
609 West Navajo Street
West Lafayette, IN 47906
Attn: Dale Dixon, Housing Program
Coordinator

15. CONFLICT OF INTEREST

The Consultant is expressly prohibited from using against the Client any confidential information gained in its representation of the Client in any subsequent or concurrent representation of a client who has interests adverse to the Client or engages in litigation adverse to the Client. The Consultant further agrees not to disclose to any third party, without the Client's consent, any sensitive or confidential information learned during such representation and not generally known.

16. LOBBYING

The Consultant hereby certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or

modification of any Federal contract, grant, loan or cooperative agreement;

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. It will require that the language of paragraph (d) of this certification be include in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements and that all subrecipients shall certify and disclose accordingly, and
- D. Lobbying certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. HOLD HARMLESS

The Consultant shall hold harmless, defend and indemnify the Client from any and all claims, actions, suits, charges and judgments whatsoever that rise out to the Consultants performance or nonperformance of the services or subject matter called for in this agreement.

18. APPLICABLE LAWS

This agreement shall be governed by the laws of the United States, the State of Indiana, and all municipal ordinances and codes of the **City of West Lafayette**, Indiana, as the same shall be in full force and effect upon the date this Agreement is executed.

19. NON-DISCRIMINATION

The Consultant shall not discriminate against any employee or applicant for employment to be utilized in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam

era veteran status. Failure of the Consultant to comply with this section shall be regarded as a material breach of this Agreement.

20. RELIGIOUS ORGANIZATIONS

The Consultant agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

21. NECESSARY DOCUMENTATION

The Consultant certifies that it will furnish the Client, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of units of local government, the State of Indiana, and the United States. The Consultant further certifies that it is now and will maintain its good standing with such government agencies. Failure of the Consultant to comply with this section shall constitute a material breach of this agreement.

22. WAIVER

The Client's delay or inaction pursuing its remedies forth in this Agreement, or available by law, shall not operate as a waiver of any of the Client's rights or remedies.

23. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision, shall continue in full force and effect.

24. INTEGRATION

This Agreement represents the entire understanding between the Consultant and the Client with respect to the subject matter hereof and supersedes all prior negotiations, representations and/or contracts, either oral or written.

25. RECORDS

The Consultant shall maintain proper records for the scope of all services of this Agreement and provide an account for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by the Client's representatives at reasonable business hours.

IN WITNESS WHEREOF, the Client and Consultant have executed this agreement of the dates shown below.

City of West Lafayette

City Consultants and Research, LLC

By:_____

By:_____

Name/Title:

Name/Title:

_____Alicia Vaughn, Managing Member

Date:_____

Date_____

Appendix A

Section I - Scope of Work

Task I: Project Initiation. Alicia Vaughn of City Consultants and Research, LLC will meet with city staff you deem appropriate. During the meeting, we will work to redefine the scope of work, tasks, and schedule for completion. It is important to establish reporting relationships with city staff as part of this process and establish clear expectations for City Consultants and Research, LLC. During this meeting we will:

- Establish the method for citizen participation;
- Meet with various city staff and elected officials for input;
- Understand the goals and objectives set forth in previous plans and an current initiatives by the city;
- Establish method for selecting projects to be funded in the 2010 fiscal year;
- Establish and understand the roles of City Consultants and Research, LLC and city staff will play in the writing of the Consolidated Plan.

Outcome: City Consultants and Research, LLC and city staff will clearly define the required tasks and desired outcomes.

Consolidated Plan Management Process

Task II: Citizen Participation. City Consultants and Research, LLC will assist city staffs with encouraging citizen participation. The firm will also develop a survey instrument to collect information from Lafayette and West Lafayette city staffs. City Consultants and Research, LLC, will meet with various stakeholders in the community, such as private foundations, non-profit service providers and developers to provide guidance on the development of the strategic plan.

Outcome: Staff will be able utilize the survey instrument in future years, to update the five-year Consolidated Plan beyond the 2010 fiscal year.

Task III: Housing Analysis. City Consultants and Research, LLC will compare the number of households to the number of housing units. Using the mandated forms, market information, permit data, the firm will be able to detail the needs of the community for various income levels, the elderly, public housing residents and families. City staff may assist with data collection.

Outcome: City Consultants and Research, LLC and city staff will be able to determine the areas in need of investment from various grants based on the analysis.

Task IV: Homeless Analysis. City Consultants and Research, LLC will identify if persons experiencing homelessness are being served and will identify the services needed by these individuals. City Consultants and Research, LLC will work with local stakeholders and public service providers to obtain this information regarding current service levels for homeless individuals.

Outcome: City staff and City Consultants and Research, LLC will be able to determine methods to reach persons experiencing homelessness, either through emergency shelters, transitional housing and/or permanent supportive housing.

Task V: Non-housing Development Analysis. City Consultants and Research, LLC will determine the dollar amounts needed to address economic development, such as job creation and microenterprise assistance, and community development, such as public facilities and social services. City staff can assist City Consultants and Research, LLC with this estimation through surveying of the community development field and other city departments.

Outcomes: City staff and City Consultants and Research, LLC will be able to determine various methods for addressing non-housing development within the cities of Lafayette and West Lafayette.

Task VI: Develop a Strategic Plan. Using all the information collected from the three analyses and the input collected from citizens across the Cities of Lafayette and West Lafayette, City Consultants and Research, LLC will write a strategic plan. The strategic plan will include performance-based goals and outcomes to measure progress and address the issues identified in the analysis.

Outcomes: City staff will be able to measure progress of programs and projects against performance-based outcomes and goals. The citizens of Lafayette and West Lafayette will be able to hold the city accountable for the federal grants received and the programs funded by them.

Task VII: Consolidated Plan Narrative. City Consultants and Research, LLC will complete narratives for the consolidated plan based on the market analysis, citizen participation and the strategic plan of the five-year consolidated plan. The narratives will be written in compliance with HUD regulations and with the approval of the staffs and other authorized officials within the cities of Lafayette and West Lafayette. The document, including the narratives and analyses, will be written as part of the Consolidated Plan Management Process (CPMP).

Outcome: City staff will have an electronic version of the 2010-2014 Consolidated Plan that may be updated annually through the Action Plan process. This electronic document will reduce the number of hours city staff will use to complete an annual update and concluding report for each of the years of the Consolidated Plan.

Analysis of Impediments to Fair Housing

Task VIII: Community Data Review. City Consultants and Research, LLC will provide and conduct a demographic, economic and housing market analysis. This analysis will be similar to those needed to fulfill the requirements of the Consolidated Plan. The analysis will provide a concise community profile of the two cities.

Outcome: City staffs will be able to utilize this data to determine the needs of the community with regard to different housing markets.

Task IX: City Policy Review. City Consultants and Research, LLC will study the various policies and programs affecting the Cities of Lafayette and West Lafayette. We will examine how past Fair

Housing studies have been implemented and the results of those programs and/or projects. This task will include the review of:

- Materials used to educate the residents of Lafayette and West Lafayette; and
- Methods to collect and address Fair Housing Complaints.

Outcome: City staffs will understand the cause and effect of each of the Fair Housing Programs implemented in Lafayette and West Lafayette.

Task X: Compliance Data Review. City Consultants and Research, LLC will examine the data available with regard to compliance to local, state and federal Fair Housing law. The firm will analyze compliance with the Home Mortgage Disclosure Act (HMDA), the Fair Housing Act, the Community Reinvestment Act (CRA) and the Equal Credit Opportunity Act. The review will include statistical data from HMDA, fair housing complaints and other regulatory authorities.

Outcome: City staffs will know if any significant fair housing issues or violations have taken place in Lafayette and West Lafayette.

Task XI: Citizen Input. City Consultants and Research, LLC will survey the general public with regard to housing discrimination. A mail survey instrument will be utilized for this process. The goal of the survey will be to identify if the general public is aware of Fair Housing laws, have experienced housing discrimination and knows how to report such discrimination. City Consultants and Research, LLC will also conduct personal interviews with various stakeholders. This task may be completed in coordination with citizen input process for the Consolidated Plan.

Outcome: The communities of Lafayette and West Lafayette will provide valuable input into the development of the Analysis of Impediments to Fair Housing Choice. The community will have ownership in the plan as a result of their input.

Task XII: Identification of Impediments and Recommendations. City Consultants and Research, LLC will use the data collected from the previous tasks to identify obstacles to housing choice in the two cities. The firm will provide a memo listing all the obstacles and offer possible solutions to overcome such barriers. City Consultants and Research, LLC will then meet with staff from the cities to discuss the obstacles and solutions found, determine their viability and discuss other possible solutions. We will work with all parties with interest in the planning process.

Outcome: The Cities of Lafayette and West Lafayette will provide input into the planning process, including identification of barriers to Fair Housing and possible solutions to reduce those barriers.

Task XIII: Draft Report and Presentation. After meeting with the Cities of Lafayette and West Lafayette with regard to identification of impediments to Fair Housing and the possible solutions, City Consultants and Research, LLC will compile all the data and recommendations into a draft report, including a summary of the information and draft action plan, for review. Ms. Alicia Vaughn will provide the report in print format as well as an electronic format so that more copies may be generated. The format will also provide the Cities of Lafayette and West Lafayette with easy to

read charts and tables to utilize in the development and implementation of their next Consolidated Plan.

Year-One Action Plan

Task XIV: Update CPMP Narrative with Information from Consolidated Plan and Information from Selected Projects. Ms. Vaughn of City Consultants & Research, LLC will work with city staffs to update the year-one Action Plan for the CPMP, including providing assistance with the creation of project worksheets. Ms. Vaughn will also update the one-year narrative with information from the Consolidated Plan that is the same or similar to that of Action Plan. City staffs will aid the completion of the document as part of a training process to understand the CPMP tool.

Outcome: The staffs from both the City of Lafayette and West Lafayette will understand how to complete the CPMP tool for the Action Plan and CAPER and have the ability to complete future documents.

Community Development staff of the Cities of Lafayette and West Lafayette will be responsible for generating the final reports after the draft documents have been made available for public comment.

Appendix B

Budget

Hours by Task		Hours	Professional Fee @ \$80/hr.	Direct Expenses	Total Cost
Task I	Tasks of the CPMP Project Initiation	1	\$80	\$25	\$105
Task II	Citizen Participation	2	\$160	\$150	\$310
Task III	Housing Analysis	8	\$640	\$15	\$655
Task IV	Homeless Analysis	4	\$320	\$15	\$335
Task V	Non-Housing Analysis	8	\$640	\$15	\$655
Task VI	Strategic Plan	8	\$640	\$0	\$640
Task VII	Consolidated Plan Narrative	16	\$1,280	\$75	\$1,355
Task VIII	Tasks of the AI to Fair Housing Community Data Review	20	\$1,600	\$15	\$1,615
Task IX	City Policy Review	4	\$320	\$15	\$335
Task X	Compliance Data Review	4	\$320	\$15	\$335
Task XI	Citizen Input	2	\$160	\$15	\$175
Task XII	Identification of Impediments and Recommendations	4	\$320	\$15	\$335
Task XIII	Draft Report and Presentation	16	\$1,280	\$75	\$1,355
Task XIV	Year-One Action Plan	20	\$1,600	\$50	\$1,650
	Total	117	\$ 9,360	\$ 495	\$ 9,855